

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 11

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO. FERC-12-A-0455

1. DATE OF ORDER 03-08-2012	2. CONTRACT NO. (if any) GS35F0306J	6. SHIP TO:	
3. ORDER NO.	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. See SCHEDULE	
5. ISSUING OFFICE (Address correspondence to) Federal Energy Regulatory Commission Procurement Division Attn: 888 First Street, NE, Room 4J Washington DC 20426		a. NAME OF CONSIGNEE Federal Energy Regulatory Commission	
		b. STREET ADDRESS Warehouse P-1 Attn: 888 First Street, NE, Warehouse P-1	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20426	
7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR BOOZ ALLEN HAMILTON INC.		8. TYPE OF ORDER	
b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 8283 GREENSBORO DR		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MCLEAN	e. STATE VA	f. ZIP CODE 221024904	
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page		10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM				h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)	
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		18. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME Federal Energy Regulatory Commission Division of Financial Services				
	b. STREET ADDRESS (or P.O. Box) Attn: Payment/Invoice 888 First Street, NE, Room 42-71				
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20426		17(j) GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature) *Shirley Ruiz-Lundgren*

23. NAME (Typed)
Shirley Ruiz-Lundgren
TITLE: CONTRACTING/ORDERING OFFICER

Table of Contents

SECTION A - GENERAL TERMS	3
A.1 BEST VALUE BLANKET PURCHASE AGREEMENT (BPA)	3
A.2 TERMS AND CONDITIONS	3
A.3 PRICING.....	3
A.4 PRICE/COST SCHEDULE	4
A.5 ORDERING PROCEDURES	5
A.6 AUTHORIZED LIMITS	6
A.7 FUNDING.....	6
A.8 PERIOD OF PERFORMANCE	6
A.9 REQUESTING OFFICES	6
A.10 ORDER FORMAT	6
A.11 AUTHORIZED REPRESENTATIVES	6
A.12 INVOICES	7
A.13 PRECEDENCE	8
SECTION B - CLAUSES.....	11
B.1 FSS-BPA CLAUSE CONTENT	11

SECTION A - GENERAL TERMS

A.1 BEST VALUE BLANKET PURCHASE AGREEMENT (BPA)

BPA #: GS35F0306J
FERC-12-A-0455

CONTRACTOR:

BOOZ ALLEN HAMILTON INC.

8283 GREENSBORO DR

MCLEAN, VA 221024904

SUBJECT

In the spirit of the Federal Acquisition Streamlining Act, the Federal Energy Regulatory Commission (FERC) and BOOZ ALLEN HAMILTON INC. hereby enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS35F0306J. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

A.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS35F0306J, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Federal Energy Regulatory Commission:

A.3 PRICING

Contract services as listed below, with associated pricing, can be ordered under this BPA. The Contractor shall be allowed to vary within the categories of their referenced GSA FSS contract as needed, for successful and efficient task completion not to exceed funded values of each order awarded under this agreement. As proposed, the Contractor will apply applicable extended/tier pricing to all categories used in the performance of orders issued under this agreement. The Government anticipates BPA Calls to be issued on a FFP basis; however, issuance of BPA calls may be Time & Materials, Labor Hours, or hybrid dependent upon the level of complexity and/or ambiguity of each requirement. All Calls/Orders placed against this BPA are subject to the terms and conditions of the referenced GSA Federal Supply Schedule Contract, the Contractor's proposal and this Agreement, except where noted below. Contractor's proposal dated 01/23/2012 is hereby referenced.

A.4 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT PRICE	UNIT	AMOUNT
00001	Executive Summary – Narrative to describe the technical solution being proposed in the assessment. This summary will include a brief description of the methodology used to derive the final solution and will include an overview of proposed technologies.	0.00	\$0.0000		\$0.00
00002	Technology – Provide a detailed description of recommended hardware, software, and services to be used to execute the solution. If multiple options are being recommended, a detailed description of each platform will be provided included associated risks with each option.	0.00	\$0.0000		\$0.00
00003	Use Cases – Provide document use cases that clearly demonstrate how the recommended solutions will satisfy the business requirements as defined for each individual assessment.	0.00	\$0.0000		\$0.00
00004	Contingency plans – Narrative describing how the proposed technical solution will be recovered in the event of a system outage.	0.00	\$0.0000		\$0.00
00005	Federal Agency Examples – Provide a list of two or more other federal agencies that are currently using the proposed solutions. Provide references and/or contacts for each example.	0.00	\$0.0000		\$0.00
00006	Security – Provide examples of existing Certification and Accreditation (C&A) in other agencies regarding the proposed solution.	0.00	\$0.0000		\$0.00

00007	0.00	\$0.0000	\$0.00
Cost Estimate— Each solution that is proposed will contain a complete cost estimate that includes estimated costs to procure, license and implement all hardware, software, and services recommended in the assessment.			
00008	0.00	\$0.0000	\$0.00
Statement of Work Development – Upon acceptance of a completed technology assessment, FERC will have the option to task the vendor to assist with the creation of a Statement of Work (SOW) to be used to procure the recommended solution.			
00009	0.00	\$0.0000	\$0.00
Technical Evaluation Assistance – Upon completion of a technical assessment and subsequent development of Statements of Work, FERC will have the option to task the vendor to assist in the technical evaluation of proposals received in response to Solicitations. Technical assistance under this CLIN would be advisory in nature, serving as a non-voting member(s) of Technical Evaluation Boards (TEB).			

GRAND TOTAL --- \$0.00
 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
--------------------	--------------------	--------

A.5 ORDERING PROCEDURES

A properly appointed Federal Energy Regulatory Commission (FERC) Contracting Officer will request a "Quick Quote" from all BPA Awardees based upon the requirements of the individual calls/orders. The information provided to the Contractor will include the Statement of Work and deliverable requirements. The vendor will reply by fax or e-mail within five business days with a firm-fixed price quote. Contractor must offer pricing for services based on the proposal submitted or the referenced GSA Schedule Contract, whichever is lowest. The Contractor may offer additional spot discounts on any Delivery/Task Order only for that order, as they deem appropriate. All subcontractor activity must be clearly identified in each new Delivery/Task Order proposal. "Quick Quote" received from all BPA Awardees will be evaluated based on capabilities and cost.

A.6 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach \$100,000.00 per order. This order limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized ceiling limit of the agreement is set at \$1,000,000.00 over the period covered by the agreement; this ceiling is also not a guarantee. The ceiling limit may also be raised in association with order limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual orders above the stated order and/or ceiling limits must be coordinated through the FERC Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

A.7 FUNDING

This BPA does not obligate any funds. Funds will be obligated by the individual orders placed against the agreement.

A.8 PERIOD OF PERFORMANCE

This BPA expires 5 years from date of award, or at the expiration of the vendor's FSS contract, whichever is earlier.

A.9 REQUESTING OFFICES

FERC is authorized to utilize this BPA. Actual orders must be placed by a duly appointed FERC Contracting Officer. Upon issuance of an award for an order under this BPA, the issuing Contracting Officer must immediately send a copy of the order documentation to the BPA COR (Primary or Secondary) and the FERC Contracting Officer, all of which are listed below.

A.10 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA order will describe the tasks, services and deliverables required.

A.11 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this agreement is:

Shirley Ruiz-Lundgren

Federal Energy Regulatory Commission
Procurement Division

888 First Street, NE, Room 4J
Washington, DC 20426

The Primary Contracting Officer's Representative (COR) for projects under this agreement is:

Gerald Thomas
202-502-8567
gerald.thomas@ferc.gov

The alternate Contracting Officer's Representative (COR) for projects under this agreement is:

Sanjay Sardar
sanjay.sardar@ferc.gov
202-502-6634

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the CO.

A.12 INVOICES

The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Original invoices shall be submitted to the address specified within the individual orders issued against this BPA.

Original Invoices for work provided under each order shall be submitted monthly in arrears with proper documentation in accordance with the Prompt Payment Act, FAR 52.232-25 to:

Federal Energy Regulatory Commission
Division of Financial Services
Attn: Payment/Invoice
888 First Street, NE, Room 42-71
Washington, DC 20426

FOR INVOICE STATUS CONTACT:

DFS-Invoices@ferc.gov

A copy of all invoices for each order shall be submitted simultaneously to the Primary COR at the address listed above. Your last invoice each Call/Task Order shall be marked "FINAL."

A.13 PRECEDENCE

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA, the Statement of Work, and/or the Contractor's invoice, the provisions of this BPA will take precedence. Travel may be required as described by individual orders. Orders issued against this BPA are subject to the terms and conditions of the referenced GSA Schedule Contract(s), any referenced Vendor proposal in response to a request for "Quick Quote" and any agency incorporated clauses and/or Local Provisions as listed below or by each order under the agreement.

STATEMENT OF WORK

1. INTRODUCTION

To support the mission of FERC, the DCIO will be investing in technology upgrades to support business needs as well as growth in technical capacity and capability. New initiatives such as telework, cloud-first and location independence are some of the drivers for modernizing the FERC IT roadmap.

2. BACKGROUND

FERC will need to invest in new technology to replace out-of-life hardware and software and to address new initiatives such as cloud computing, mobility, disaster recovery and tele-working. As technologies are advancing or being invented at a rapid pace FERC has realized a need to procure the services of a technical advisor to help assess business objectives in relation to available technologies to apprise FERC when procuring large IT solutions. FERC will issue BPA Calls for technical assessments that will yield detail recommendations for procuring hardware, software and services required to meet FERC's specific requirements.

FERC's data center is located on the first floor of the agency's headquarters. The primary architecture consists of about two hundred virtual servers running VMware on Windows 2008 server. For data storage, FERC is moving from EMC DMX technology to the NetApps NS SAN storage. The network is all Cisco. Remote access is provided through Citrix. Desktops are Vista/FDCC compliant and soon to be migrated to Windows 7. All mission critical data is replicated to a disaster recovery site in the Washington suburbs. FERC has about 1500 employees in Washington and about 30 employees in each of 6 regional offices in different parts of the country. For general IT services, FERC has a multi-year contract with a vendor that maintains about 160 contractor employees onsite at FERC.

3. OBJECTIVE

DCIO will conduct technical assessments to ascertain where to invest in solutions that yield the most value while aligning to FERC's initiatives. FERC will acquire the services of a vendor that can manage and deliver technical assessments of all IT requirements that are accurate, current, cost effective assessments that address the requirements as stated in the BPA Call.

4. DELIVERABLES

Any number of the following deliverables is possible under BPA Calls to be issued against this BPA. Each BPA Call will be preceded by a SOW specific to the IT Assessment required and will indicate which of the following deliverables (defined in schedule) will be requested.

5. SCHEDULE

The vendor will have five (5) business days from time of receiving a BPA Call for a technology assessment to produce a schedule for delivering the technical assessment document.

6. PERIOD OF PERFORMANCE

The period of performance for this BPA is stated in section A.8 above.

The period of performance for each technical assessment document will not exceed 90 days from date of BPA Call award, unless both parties agree otherwise.

7. PLACE OF PERFORMANCE

Access to IT systems and meetings with FERC staff will be performed at the FERC Headquarters facility located at 888 1st. St. NE Washington DC 20426. All other activities may be performed at the contractor's place of business. No Government Furnished Equipment or Property is anticipated for the performance of services required by the SOW.

8. TECHNICAL REQUIREMENTS

8.1 Program Management

General: The contractor shall furnish all labor, materials, equipment, facilities, software, transportation, and incidentals necessary to perform in accordance with this SOW, and associated terms and conditions. All deliverables will be in accordance with this SOW and as directed by the COR.

Project Manager (PM): The contractor shall have one project manager assigned to the task, and an alternate contact who shall promptly respond to all inquiries from the COR.

Kick-off meeting: A kickoff meeting will be held with the contractor at the FERC Headquarters Office in Washington, D.C. or via teleconference. Arrangements for this meeting shall be coordinated with the COR. The contractor shall prepare notes of this meeting, highlighting all agreements made with FERC staff on any technical decisions made during the meeting, details as to how the assessments shall be handled, etc. This meeting will be held at the discretion of the COR. The notes are a deliverable under this each BPA Call.

9. CONFLICT OF INTEREST

The Government intends on issuing a BPA for IT Assessments. The BPA holder will be participating personally and substantially in a Federal Agency procurement and therefore cannot bid as either prime or sub on any solicitations resulting from the assessment performed.

10. TRAVEL

Contractor travel may be required to support this contract. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall bid Travel Costs, when applicable, in response to Request for Quick Quote prior to issuance of BPA Call.

11. QUALITY ASSURANCE/CONTROL

All final deliverables will be reviewed and edited by the contractor to ensure that the deliverable is both technically and grammatically correct. Final deliverables will be organized in a logical manner.

The contractor shall only tender for acceptance those deliverables that conform to the requirements of the BPA Call. The government reserves the right to inspect all deliverables that have been tendered for acceptance. The government may require correction of nonconforming deliverables at no increase in price. If correction is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of the nonconforming deliverables. The government must exercise its post-acceptance rights:

- Within a reasonable time after the defect was discovered or should have been discovered; and
- Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

12. COMMUNICATION PROTOCOL

The contractor, as needed, will make arrangements to meet with the COR (in person, by teleconference, etc.) to obtain additional direction and clarification on BPA Calls issued. Regular interaction between the contractor and the COR is expected to occur to ensure that both parties are informed of ongoing developments.

13. KEY PERSONNEL

The Project Manager (PM) as identified in the contractor's proposal and as specified at task approval is considered to be essential to the work being performed. Prior to diverting the PM, the contractor shall notify the FERC contracting officer reasonably in advance (not less than 30 days prior to the diversion or substitution of the PM) and shall submit a written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the task activities. Individuals proposed to serve as the PM will be subject to approval at the sole discretion of the government.

SECTION B - CLAUSES

B.1 FSS-BPA CLAUSE CONTENT

The clauses that regulate this FSS Blanket Purchase Agreement can be referenced in the Federal Supply Schedule contract # GS35F0306J.